### IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SARAH IANNOZZI,

No.

Plaintiff,

VS.

HSBC USA, INC. and HSBC BANK USA., and X, Y, Z CORPORATIONS,

NOTICE OF REMOVAL

Defendants.

Pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1441 and 28 U.S.C. 1446, Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA") ("HSBC"), by and through undersigned counsel, hereby removes to the United States District Court for the Eastern District of Pennsylvania the case styled as Sarah Iannozzi v. HSBC USA, Inc., et al., Docket No. 2015-32332 (the "State Court Action"), originally filed in the Pennsylvania Court of Common Pleas of Montgomery County, Civil Division.

As grounds for removal, HSBC states as follows:

### THE REMOVED CASE

- 1. Plaintiff, Sarah Iannozzi ("Plaintiff"), initiated the State Court Action by filing a Complaint against HSBC on December 31, 2015. HSBC received the Complaint through U.S. Mail on or about January 4, 2016. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint, as received by HSBC, is attached hereto as "Exhibit A."
- 2. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), because it is filed within less than thirty days after service of the Summons and Complaint on HSBC.

- 3. In the Complaint, Plaintiff alleges that HSBC violated the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), because it "failed and willfully refused to conduct an investigation" regarding an alleged consumer debt which appeared on Plaintiff's credit report, despite allegedly receiving written requests from Plaintiff to do so. (Compl. ¶¶ 17-18.) Plaintiff also alleges that HSBC improperly verified "derogatory information" to Experian Information Solutions, Inc., without first conducting an appropriate investigation. (Id. ¶ 20, 29.)
- 4. Consequently, Plaintiff has asserted claims arising under the laws of the United States, namely, FCRA.
- 5. This Court has federal question jurisdiction over the entire case pursuant to 28 U.S.C. § 1331, in that the claims "aris[e] under the ... laws ... of the United States."
- 6. This Court is the United States District Court for the district within which the State Court Action is pending. The State Court Action is properly removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.
- 7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal, together with a copy of this Notice of Removal and attached exhibits, is being filed with the Prothonotary of the Montgomery County Court of Common Pleas, Civil Division, and served on Plaintiff. A copy of the Notice to the State Court of Filing of Notice of Removal is attached hereto as "Exhibit B."
- 8. In filing this Notice of Removal, HSBC reserves any and all defenses, objections, and exceptions, including without limitation those relating to jurisdiction, venue, and statutes of limitation.

### Case 2:16-cv-00518-JS Document 1 Filed 02/02/16 Page 3 of 49

WHEREFORE, HSBC hereby removes the State Court Action to the United

States District Court for the Eastern District of Pennsylvania.

Christine M. Debevec
Thomas M. Brodowski

Stradley Ronon Stevens & Young, LLP A Pennsylvania Limited Liability Partnership 2005 Market Street, Suite 2600 Philadelphia, PA 19103 (215) 564-8000

(215) 564-8120 – fax

Attorneys for Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA")

Dated: February 2, 2016

### **CERTIFICATE OF SERVICE**

I, Thomas M. Brodowski, hereby certify that on February 2, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire 951 Allentown Road Lansdale, PA 19446 vicki.piontek@gmail.com Attorney for Plaintiff

Thomas M. Brodowski

### Exhibit A

### IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA Case 2:16-cv-00518-JS Document 1 Filed 02/02/16 Page 6 of 49

(SARAH IANNOZZI

VS.

THSBC USA INC



NO. 2015-32332



NOTICE TO DEFEND - CIVIL

BY: KB/RI

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE MONTGOMERY BAR ASSOCIATION 100 West Airy Street (REAR) NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

### IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

Sarah Iannozzi

2039 Canyon Creek Road : Civil Action - Law

Gilbertsville, PA 19525

v. Plaintiff

HSBC USA, INC. : Jury Trial Demanded

452 5th Ave.

New York, NY 10018

and : 2015-32332

HSBC Bank USA

1105 North Market Street, Floor 1

Wilmington, DE, 19801

and

X,Y, Z Corporations

Defendant

### NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THE COMPLAINT AND NOTICE ARE SERVED BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE DEFENDANT. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

LAWYER REFERENCE SERVICE MONTGOMERY COUNTY BAR ASSOCATION 100 West Airy Street (REAR), NORRISTOWN, PA 19401 (610) 279-9660, EXTENSION 201

> Montgomery County Legal Aid Services 625 Swede Street, Norristown, PA 19401 610-275-5400

## County Protaonotary on 12/31/2015 11:34 AM, Fee LUCKELEU AL MUMBUMELY

### IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

Sarah Iannozzi

2039 Canyon Creek Road : Civil Action - Law

Gilbertsville, PA 19525

v. Plaintiff

HSBC USA, INC. : Jury Trial Demanded

452 5th Ave.

New York, NY 10018

and : 2015-32332

HSBC Bank USA

1105 North Market Street, Floor 1

Wilmington, DE, 19801

and

X,Y, Z Corporations

Defendant

### COMPLAINT

- This is an action brought by a consumer for violation of alleged violations of the Fair Credit Reporting Act (FCRA), 15 USC 1681 et. Seq..
- Plaintiff is Sarah Iannozzi, an adult individual whose principle residence is located at 2039
   Canyon Creek Road, Gilbertsville, PA 19525.
- 3. Defendants are the following.
  - a. HSBC USA, INC., 452 5th Ave., New York, NY 10018.
  - b. HSBC Bank USA, NA, 1105 N Market Street, Floor 1, Wilmington, DE, 19801.
  - c. X,Y,Z Corporations, business identities whose identities are not known to Plaintiff at this time, but which will become known upon proper discovery. It is believed and averred that such entities played a substantial role in the commission of the acts described in this complaint.

### JURISDICTION AND VENUE

- 4. All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint
- 5. Defendant(s) regularly transact(s) business throughout the Commonwealth of Pennsylvania, and in this jurisdiction.
- 6. Defendant obtains the benefit(s) of regularly transacting business in this jurisdiction.
- 7. A substantial portion of the conduct, acts or omissions complained of in this action occurred in this jurisdiction.
- 8. Plaintiff resides in this jurisdiction.

### COUNT ONE: VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 USC 1681 s-2(a)

### "Johnson Violation"

- All previous paragraphs of this complaint are incorporated by reference and made a part of this complaint.
- 10. At all times mentioned herein Plaintiff was a consumer as defined by the FCRA.
- 11. At all times mentioned herein Defendant was a furnisher of information as defined by the FCRA.
- 12. At various times in writing, Plaintiff contacted Defendant about an alleged consumer debt that appeared on her credit report.
- 13. The alleged consumer debt had been placed on Plaintiff's credit report by Defendant, and Defendant was therefore a furnisher of information for purposes of the FCRA.
- 14. 15 USC 1681 s-2 requires a furnisher to conduct a reasonable investigation of an account which appears on a consumer's credit report, upon written request of the consumer to do so.

- 15. The United States Court of Appeals for the Fourth Circuit held that the FCRA requires furnisher to conduct detailed examinations of the documents underlying customer transactions before responding to inquiries about a customer's debt, instead of relying on computer databases that provide convenient but potentially incomplete or inaccurate customer account information. See *Johnson v. MBNA America Bank*, No. 03-1235 (February 11, 2004).
- The Federal Trade Commission has issued a consent order stating that a debt collector must refer to original account records when necessary to investigate a dispute. U.S. v. Performance Capital Mgmt. (Bankr. C.D. Cal. Aug. 24, 2000) (consent decree). A debt collector shouldn't be able to rely on the balance due transmitted by the original collector during the sale of the account. If the debt collector cannot or is unwilling to obtain the original account records, the information should be deleted.
- 17. At various times in writing, Plaintiff requested that Defendant conduct an investigation about the alleged consumer debt that appeared on Plaintiff's credit report.
- 18. Defendant(s) failed and willfully refused to conduct an investigation of Plaintiff's account in violation of Defendant's duties pursuant of 15 USC 1681 s-2 et. seq.
- 19. After Defendant(s) failed and willfully refused to conduct and investigation of Plaintiff's account, Defendant(s), Plaintiff was left with no other recourse than to dispute the account with Experian Information Solutions, Inc., a consumer reporting agency as defined by 15 USC 1681a et. seq. of the FDCPA.

- 20. After Plaintiff disputed the account with Experian Information Solutions, Inc., Defendant then verified the alleged account Experian Information Solutions, Inc., despite having willfully refused to conduct an investigation of Plaintiff's account in violation of Defendant's duties pursuant of 15 USC 1681 s-2 et. seq.
- 21. Upon information and belief, it is averred that Defendant(s) have a standard practice policy which contradicts its duties to investigate a disputed account under 15 USC 1861 s-2.
- 22. Defendant verified the alleged account with Experian Information Solutions, Inc., without ever having produced the purported contract governing the account which to justify the alleged balance.

### LIABILITY

- 23. The previous paragraphs of this complaint are incorporated by reference and made a part hereof.
- 24. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to for the acts committed by its agents and / or employees under the doctrine of respondent superior.
- 25. At all times various employees and / or agents of Defendant were acting as agents of Defendant, and therefore Defendant is liable to Plaintiff for the acts committed by its agents and / or employees under the theory of joint and several liability because Defendant and its agents were engaged in a common business venture and were acting jointly and in concert.
- 26. Plaintiff bring this action against Defendant(s) under 15 USC 1681 s-2(b), as distinguished from 15 USC 1681s-2(a).
- 27. There is no private cause of action under 15 USC 1681s-2(a).
- 28. But there is a private cause of action under 15 USC 1681s-2(b). See the following case law which distinguishes between the government right of action under 15 USC 1681s-2(a), and the private cause of action under 15 USC 1681s-2(b).

Marshall v. Swift River Academy, LLC, 2009 WL 1112768 (9th Cir. 2009).

A consumer has no private right of action under FCRA against furnisher merely because the furnisher failed to provide accurate information to consumer reporting agencies.

Beisel v. ABN Ambro Mortgage, Inc., No. 07-2219, 2007 WL2332494, \*1 (E.D. Pa. Aug. 10, 2007).

In order to prevail on a FCRA claim Plaintiff "must prove [he] notified a credit reporting agency of the dispute, the credit reporting agency then notified the furnisher of information, and the furnisher of information failed to investigate or rectify the disputed charge.").

Catanzaro v. Experian Information Solutions, Inc., 671 F. Supp.2d 256, 260 (D. Mass. 2009). Notification by a consumer reporting agency to the furnisher is a prerequisite for furnisher liability under FCRA.

Kaetz v. Chase Manhattan Bank, 2007 WL 1343700, \*3 (M.D. Pa. 2006). The Court dismissed Plaintiff's Complaint, but only because Plaintiff failed to allege that he disputed the accuracy of the debt to a credit agency, or that the credit agency thereafter reported dispute to defendant.

29. Because Plaintiff first disputed the account with Defendant(s), and then disputed the account with Experian Information Solutions, Inc. afterwards, and then Defendant(s) verified the derogatory information to Experian Information Solutions, Inc., in a manner that was unacceptable under FCRA, Plaintiff does have a private cause of action against Defendant pursuant to 15 USC 1681s-2(a).

### **DAMAGES**

- 30. The preceding paragraphs are incorporated by reference and made a part hereof.
- Plaintiff's actual damages are \$1.00 more or less, including but not limited to postage, phone calls, fax, gas, mileage, etc.
- 32. Plaintiff believes and avers that Plaintiff is entitled to \$1,000.00 statutory damages under 15 USC 1681 et. seq.
- 33. Plaintiff suffered some emotional distress, anger and frustration as a result of his rights being violated by Plaintiff and the rights of other consumers.
- 34. The value of Plaintiff's emotional distress shall be proven at trial.
- 35. Plaintiff believes and avers that for purposes of a default judgment, Plaintiff's distress has a Dollar value of no less than \$5,000.00.
- 36. Plaintiff believes and avers that the acts committed by Defendant are willful, wanton intentional, or reckless at best. Plaintiff believes and avers that Defendant's acts are systemic. Therefore, punitive damages are warranted.
- 37. Plaintiff believes and avers that punitive damages should be awarded to Plaintiff in the amount of no less than \$5,000.

### **ATTORNEY FEES**

- 38. The preceding paragraphs are incorporated by reference and made a part hereof.
- 39. Plaintiff believes and avers that Plaintiff is entitled to reasonable attorney fees of \$2,100.00 at a rate of \$350.00 per hour, described below.
  - a. Consultation with client, review of file, drafting
    and mailing dispute letters.
  - b. Drafting, editing, review, filing and serviceof compliant and related documents2
  - c. Follow up correspondence with Defense and client 2

 $Total = 6 \times $350 \text{ per hour} = $2,100.00$ 

40. Plaintiff's attorney fees continue to accrue as the case moves forward.

### OTHER RELIEF

- 41. The previous paragraphs of this Complaint are incorporated by reference and made a part of this Complaint.
- 42. Plaintiff requests an order from this Honorable C=hbourt directing Defendant to report

  Plaintiff's account(s)(s) referred to in the attached exhibits as "disputed," in accordance with

  15 USC 1681 s-2, or not to report the account(s) at all.
- 43. Plaintiff requests such other relief as this court may deem just and proper.
- 44. Plaintiff requests and demands a jury trial in this matter.

Wherefore, Plaintiff demands judgment against Defendant(s) in the amount of \$13,101 enumerated as follows, or other amount determined by this Honorable Court.

\$1.00 actual damages

\$1,000.00 statutory damages for FCRA violation

\$2,100.00 attorney fees

\$5,000 emotional distress

\$5,000 punitive damages

\$13,101.00

Plaintiff seeks such other relief as this Court deems fair and just.

/s/ Vicki Piontek

12/31/2015

Date

Vicki Piontek, Esquire Attorney for Plaintiff 951 Allentown Road Lansdale, PA 19446 877-737-8617

Fax: 866-408-6735 palaw@justice.com

### IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

Sarah Iannozzi

2039 Canyon Creek Road

Gilbertsville, PA 19525 : Civil Action - Law

v. Plaintiff

HSBC USA, INC. 452 5th Ave.

New York, NY 10018

and : Jury Trial Demanded

HSBC Bank USA

1105 North Market Street, Floor 1

Wilmington, DE, 19801

and

John Does 1-10

Defendant

### **VERIFICATION**

I, Sarah Iannozzi, have read the attached complaint. The statement's contained therein are true and correct to the best of my knowledge, understanding and belief.

Sarah Iannozzi

12-16-1

Date

# EXHIBITS

HSBC Bank PO Box 9 Buffalo NY 14240.0009:

RE: Sarah J. Iannozzi

SSN: 1

DOB:

Original Alleged Creditor: HSBC Bank

HSBC Partial Account No.

Balance \$0

Alleged Charge Off Balance \$163

To Whom it May Concern:

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged charge off balance which you are claiming. If you do not have a contract, then please provide specific and detailed alternate proof of the alleged high balance.

If you do not have this documentation, then please remove the derogatory information from my consumer report.

Thank you.

Sincerely,

h I Jannozz

Date

HSBC (X)

Taxpayer Financial Services
90 Christiana Road, New Castle, Delaware 19720

THE SHAPP CONTENTS

SAME THE SHAPP CONTENTS

A STORY OF SHAPP CONTENTS

A S



\$ 00.69°
MAILED FROM ZIPCODE

19525700139

Որդիկանդարբիցին հերոներին հերարությա



Page 1 of 1

### SARAH JIANNOZZI

ACCOUNT SUMM	ARY
ACCOUNT MUMBER	4018
CASH CREDIT LINET †	875
CASH USET AVAILABLE	80
TOTAL CREDIT LIMIT	\$300
TOTAL CREDIT LIMIT AVALABLE	\$0
STATEMENT DATE	01/11/00

PAYMENT SUMM	ARY
ACHISQUAL PAYMENT	\$22.00
PAYMENT DUE DATE	02/05/06
OVERLEMIT AMOUNT	\$182.99
PAST DUE ANOUNT	\$83.00
CLERRENT PAYMENT OUT	\$204.01
To swold editional late and brown	
must pay the Current Payment Co. Includes the Missimum Payment of	

Dos ander Overlinii Anountai. See Åbeut Year Poyment on revette for en contenation of these empurits.

BALANCE SI	JMI	WARY
PREVIOUS BALANCE		\$441.62
PAYMENTS/CREDITS	-	\$0.00
PURCHASES/DEBITS	٠	\$30.00
LATE PAYKENT CHARGE	*	90.00
MISC. FINANCE CHARGE	٠	\$0.00
FINANCE CHARGE	٠	\$11.27
KEW BALANCE	¥	\$482.00

† Cash Credit Limit is a portion of the Total Credit Limit

		TRANSACTION (For exictional banasation details		
TRANS DATE	POST DATE	YRANSACTION DESCRIPTION	REFERENCE NAMER	ANGUNT CHARGES CREDITS
01,005	01/05	OVERLINDT CHARGE ASSESSMENT	10000006680000999878320	\$30.00 ·
YOUR ACCOUNT IS NOW PAST DUE, PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHONE, CALL US AT 800-414-4854.				

·	PERIODIC FINAN This is a grapo account	ICE CHARGE SUB Grace period information			
	Gatamos Gutdrot To Finance Charge Avenue Dally Batamos	Caily Perforic Rato	Days in Silling Optio	Pinance Charges At Pariodic Rate	MOMINAL AMRIAL PERCENTAGE RATE
PURCHASES CASH ADVANCES	8459.81	0.03060%(4)	31	\$11.97	29.40MM
	\$0.00	0.08080%(4)	31	\$0.00	29.4396(4)
AUMIAL PERCENTAGE RATE	20.490%				
"May be higher than Hominal Percentag [V] indicates veriable rate	o Rato d'atatement includes mis	s, finance charges.			

IMPORTANT INFORMATION
Your credit line available for Cosh Advances has been adjusted as shown in the Cash Credit Limit above.

✓ MAIL PAYMENTS TO: HSBC CARD SERVICES PO BOX 17051 BALTIMORE MD 21287-1051

### B QUESTIONS?

ZA-HOUR AUTOMATED ACCOUNT DEFORMATION
ENGLISH 1-800-177-1024
ESPAÑOL 1-500-201-4004

Manega your account online at:

www.orchardbank.com

MAIL INQUIRIES TO: HSBC CARD SERVICES PO BOX 60094 SALINAS CA 93012-0034

110010 5 A 11 0000000508 G GTRATOT D 1

00096371 CDS1

PLEASE DETACH AND RETURN BUTTOM PORTION WITH YOUR PAYMENT: TO Assume Proper Careful Planne Writin Your Account. Humber On Your Check

Account Number			-4018
New Betance	\$482.00	Minimum Paymont	\$22.00
Payment Due Date		<b>Current Payment Due</b>	
though ecocunt number on payment 7 to 10 days prior t late and/or overlimit foos, pay	o Payment Du	o Date to ensure timely	

Areauti Enclosed

#BWWHYTS #383013244019# #ARAE J ZANNOZZI 41 H RICEARDSON AVE LAHSDALE FA 19446-2128

ւլվ:[[եսիլիկիլիլիդ||||-[|կրելիցիկըմերիլիլեդիիյի

ENEC CARD SERVICES PO BOX 17051

29.0

BALFINORE NO 21297-1081



### SARAH JIANNOZZI

Page 1 of 1

ACCOUNT 6	UMMARY
ACCOUNT NUMBER	4018
CABH CREDIT LIMIT †	\$78
CASH LINUT AVAILABLE	<b>\$0</b>
TOTAL CREDIT LINET	6900
YOTAL CREDIT LINIT AVAILABLE	50
STATEMENT DATE	02/11/09

PAYMENT SUMM	ARY
NONDICHI PAYNONTO	\$23.00
PAYMENT OUE DATE	03/06/09
OVERLIMIT AMOUNT	\$195.24
PAST DUE AMOUNT	\$105.00
CURRENT PAYKENT OUE	\$216.24
To evold additional lide and he was must pay the Carrest Payment to includes the bitminum Payment at Doe and he Overfield Amounts! . Your Payment on Foverine for evolunation of these amounts.	o (which nd any Post lee About

BALANCE SI	JMM	ARY
PREVIOUS BALANCE		\$482.89
PAYMENTS/CREDITS	•	\$0.00
PURCHASES/DESITS	•	\$0.00
LATE PAYMENT CHARGE	•	\$0.00
MOSC. FINANCE CHARGE	• .	\$0.00
FINANCE CHARGE	•	112.23
KEW BALANCE	B	\$495.24

<sup>†</sup> Cash Credit Limit is a portion of the Total Credit Limit

	PERIODIC FINAN Tribs to a graco account	CE CHARGE SUN L Grace period informatio			
	Balance Subject To Finance Charge Average Daily Balance	Osily Padadia Ratu	Days in Builing Cycle	Finance Charges At Periodic Rate	MOMPHAL ANNUAL PERCENTAGE RATE
PURCHASES CASH ADVANCES	\$488.89 \$0.00	0.08080% <del>(/)</del> 0.08080%A	31 31	\$12.29 \$0.00	29.4975(v) 29.4976(v)
ANNUAL PERCENTAGE RATE	29.490%	and the second	••	•	22/10/20(1)
"May be higher than Nemical Percentag (V) indicates variable rate	po Rate il sisisment includos mie	o. finance charges.			

### IMPORTANT INFORMATION

Your secount has been placed with a collection agency. Please contact them directly, or call us at 1-800-388-5333.

MAIL PAYMENTS TO: HEEC CARD RETVICES PO BOX 17051 BALTHORE NO 21297-1051

### CUESTIONS?

24-HOUR AUTOMATED ACCOUNT INFORMATION ENGLISH 1-800-477-1024 ESPAROL 1-803-290-4834

Manage your account online at:
 www.crohardbank.com

MAIL INQUIRIES TO: HSBC CARD SERVICES PO BOX 800M

PO BOX 80084 BALDIAS CA 93912-0084

110010 51 11 0000000508 Q STMTO7 D 1

00021259 0051

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number		4018
New Balanco	5495.24 Minimum Pays	meni \$23.00
Payment Due Date	05/08/08 Current Payri	nent Duo \$218.24
		RVICES. Do not send cosh. Send
		re timely delivery. To avoid additional
into and/or overfirmit fees, pay	the Current Payment Due.	

Athornal Fortoned

SEWNHYTS SOCIO12244019# SARAE J IAMMOZZI 41 W RICHARDSON AVE LANSDALE PA 19446-2128

RESEC CARD SERVICES
PO BOX 17051
BALTIMONE NO 21297-1051

լիցցելիլիֆոնիցիկենթերի թիկանիկեն հինականի հ



### SARAH JIANNOZZI

Page 1 of 2

ACCOUNT SUM	MARY
ACCOUNT NUMBER	<b>CO18</b>
CASH CREDIT LIMIT †	\$500
CAEH LIMIT AVAILABLE	50
TOTAL CREDIT LIMIT	\$300
TOTAL CREDIT LIMIT AVALABLE	\$0
STATEMENT DATE	12/11/08

PAYMENT SUMMARY		
MEGICUM PAYMENT*	\$20.00	
PAYMENT QUE CATE	01/06/09	
OVERLANT ASSULAT	\$141.62	
PAST DUS AMOUNT	\$63.00	
CURRENT PAYMENT DUE" \$161.62		
To excite additional tate analys overtimit hose, you must pay the Carrott Peyment Due (which hadrates the Mishmath Payment and any Post Due endler Overland Amounts). "See Albous!		
Your Payment on reverse for a modernation of these amounts.		

BALANCE SUMMARY				
PREVIOUS BALANCE			\$398.03	
PAYMENTE/CREDITS	•		\$0.00	
PURCHASES/DEBITS	٠	•	<b>833.68</b>	
LATE PAYMENT CHARGE	+		\$0.00	
MISO, FINANCE CHARGE	٠		\$0.00	
FINANCE CHARGE	٠		\$9.9t	
KEW BALANCE	a		\$441.62	

† Cash Credit Until is a portion of the Total Credit Limit

		BACTION SUMMARY section detail go to www.orchardbank.com)		
TRANS PO		REFERENCE NUMBER	CHARGES	OREDITS
12/08 12/ 12/11 12/		100000050600000969648900	\$3.00 \$3.68	
YOUR ACCO	UNT IS NOW PAST DUE PLEASE CALL TODAY TO M	MAKE YOUR PAYMENT OVER THE PHONE. CA		<b>54</b> .

PERIODIC FINANCE CHARGE SUMMARY This is a cross secount Grace period information on back.					
-	serre co di Californi accordina	r anana heund anniustin	ALI CILI EMERIK		
	Betence Sutject To Rinenco Charge Average Daily Betence	Daby Periodic Rate	Caye In & Eing Cycle	Pinance Chargos Az Periodio Rato	NOMPIAL ANNUAL PERCENTAGE RATE
PURCHASES	\$406.74	0.08080%(M	20	19.91	29.49%(1)
CABH ADVANCES	\$0.00	0.03060%(v)	30	\$0.00	29 45%(V)
ARRIVAL PERCENTAGE RATE**	29.490%				
"May be higher than Nominal Percentag (V) indicates variable rate	o Rain II etaizmeni indudes mis	o, finance charges,			

✓ MAIL PAYMENTS TO: HSEC CARD SERVICES PO BOX 17081 BALTMORE MD 21297-1051

### DE QUESTIONS?

24+COLIR AUTOMATED ACCOUNT INFORMATION
PROCESS 1-250-477-1024
ESPAROL 1-633-230-4894
Allanage your account online at:
WWW.ordhardbank.com

ES MAIL INQUIRIES TO: HESC CARD SERVICES PO BOX 50084 SALIMAS CA 50912-0084

110010 8 A 11 0000000008 G STMT07 D 1

O0023012 COS1

PLEASE DETACH AND RETURN BOTTOM POSTION WITH YOUR PAYMENT. To Assure Proper Credit Please Write Your Account Number On Your Chock

Account Number			4018
New Balanco	\$441,62	Minimum Payment	\$20.00
Peyment Oue Date	01/05/09	<b>Current Payment Dus</b>	\$101.62
	to Payment Du	Date to ensure timely	Oo not send cash. Send delivery. To evold additional

Arraunt

#EWNHYTS #363013244019# #ARRE J IAMEGZZI 41 M RICERRIBON AVE LANEDALE FA 19446-2125

||Ալելերկիթերկի||||Արտահեր||ալիրթ||||բներկերբ|հահետ

ESEC CARD SERVICES PO BOX 17051

[[թլ**իլիեկել][թգել**լել[վելելոդ[[կիլեի]|թլել||կրո||կ

PO BOX 17051 BALTINORE NO 21297-1051 ✓ MAIL PAYMENTS TO:
HSBC CAPO SERVICES
PO BOX 17081
BALTIKORE NO 21297-1851

### ORCHARD BANK



Page 2 of 2

SARAH J IANKOZZI

IMPORTANT BIFORMATION

Your AccountSecure® protection has been suspended due to the past due status of your secount. Your benefits may be eligible for reinstatement once the status of your account meets the eligibility requirements outlined in the enrellment information.

Save time - pay your bill ontine. Oun't waste time and money on stamps and checks! Simply choose your payment amount and setect a payment date. Enroll today at orchardbank.com.

\*\*\*\*\*\*\*CARDMEMBER NEWS\*\*

110010 \$ A 11 0000000000 G STMT07 D 1 0000000000 G STMT07 D 1 00000012 CDS1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assum Proper Chads Places With Your Account Kumber Ch Your Chack 8

24-YOUR AUTOMATED ACCOUNT INFORMATION
ENGLISH 1-800-877-1004
EERAFOOL 1-800-8004
EMAINER YOUR SCOUNT ORDING SIT
YMWW.GTCHEITD BETKOONTO

ESI MAIL INQUIRIES TO:
HESC CARD SERVICES
PO BOX 6004
SALINAS CA 65512-0034



January 23, 2015

Sarah Iannozzi 2039 Canyon Creek Rd Gilbertsville PA 19525

RE: Account # ending in 4018

Dear Sarah Iannozzi,

Thank you for your recent correspondence dated January 3, 2015.

Your account originally opened with a contract date of October 1, 2007 was sold to Portfolio Recovery on or about September 18, 2009 due to delinquency and charge-off. Accordingly, we have forwarded your correspondence to Portfolio Recovery, owner of your account.

Our records indicate a first date of delinquency is September 11, 2008. Credit Bureau reporting remains with the account for 7 years from the 1<sup>st</sup> date of delinquency therefore any reporting would automatically purge off of the bureaus on or about September 11, 2015. Enclosed are the most recent statements for the account referenced above.

14

If you have any additional questions regarding your account, please contact to Portfolio Recovery at 1-800-772-1413.

Sincerely,

Transitional Services, HSBC

HSBC Bank USA, National Association Card Operations, Transitional Services 90 Christiana Road New Castle DE 19720 Fax (877) 626-1754



Page 1 of 1

### SARAH JIANNOZZI

ACCOUNT SUMMARY
ACCOUNT MINERY
ACCOUNT MINERY
ACCOUNT MINERY
AND M

PAYMENT SUMM	ARY
MINIMUM PAYMENT	\$22.00
PAYMENT DUE DATE	04/05/09
OVERLINIT AMOUNT	\$206.57
PAST DUE AMOUNT	\$126.00
CURRENT PAYMENT DUE	\$228.57
To evoid editional tate entitle one must pay the Current Phyment Du Includes the Mislesom Phymnest as	e fixtiich M eny Past
Due and/or Oversimit Amounts). "S Your Payment on reverse for a explanation of these amounts.	

BALANCE SUMMARY				
PREVIOUS BALANCE		\$495.24		
PAYMENTEICREDIE	-	\$0.00		
PURCHASES/DEBITS	٠	\$0.00		
LATE PAYMENT CHARGE	٠	\$0.00		
MISO. FINANCE CHARGE	٠	\$0.00		
FIXANCE CHARGE	٠	E11.23		
NEW BALANCE	п	\$508.57		

† Cosh Credit Limit is a portion of the Total Credit Limit

	PERIODIC FINAN	ICE CHARGE SUM 1. Graco pedad Informatic			
	Belance Subject To Pinance Charge Average Daily Batance	Daily Periodic Rate	Caye in Siling Cyclo	Pinance Charges At Periodic Rate	NOMINAL AVOIDAL PERCENTACIS RATE
PURCHASES CASH ADVANCES	\$500.68 \$0.00	MARCS050.0	28 25	\$11,29 \$0,00	29.49%(A) 29.49%(A)
ANNUAL PERCENTAGE RATE**	29.490%		•		*******
"May be higher then Rominal Percents; (V) Indicates variable rate	o Rato if statement includes mis	c. finance charges.			

✓ MAIL PAYMENTS TO: HSECCARD SERVICES PO BOX 17051 SALTIMORE MD 21297-1051

### QUESTIONS?

24-KOUR AUTOMATED ACCOUNT DEFORMATION
BAGUESH 1-600-207-1024
ESPARCE, 1-605-204-4894
E Manago your ecodumi ordino et:
WWW.corbardbank.com

ES MAIL INQUIRIES TO: HSSC CARD SERVICES PO BOX 5008 BALDIAS CA 65512-0084

110010 \$1 11 0000000008 Q STERTOT D 1

00019319 0061

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assert Proper Credit Please White Your Account, Number On Your Check

Account Number		4018
New Balance	\$508.57 f.firfmum Payment	\$22.00
Payment Due Dale	0405/09 Current Poyment Due	\$229.57
	check to HSBC CARD SERVICES.  Peyment Duo Date to crisure timely dithe Current Payment Due.	

Amount

#BWNNYT6 #381013244019# SARAH J IAHHOZEI 41 H RICHARDSON AVE LANHDALB PA 19446-2128

արիոյիրիկարությունիկիրանիրիանարդերիանիր

HEEC CAPD SERVICES PO BOX 17051

ւ[խոլիվորիակասիանությանընդիկիկիրոկիդիուկիկիկի

BALTIMORE NO 21297-1051

### **62974400029797000970442670060699**4

BYKKKROSS NO STSSL-1021 BO BOX 71087 EEBO CVSD BEKATCES [ijhjapijihjihjihdjihdjihdjihjihih ւլ[ւորքիրդերկիկիկիրդերկիվությունիրկիկիկիկի

Tyredyte by 18446-5159
47 A RICHYDOCH VAR
SUSSILIZATOLEN
WEANHALE

BYTJINOHE ND \$1383-1091 LO BOX 13081 HEBC CYMO BEHAKKER

OT STMEMYAS JIAM >

### bosolore

Account Number 2000 State Services Serv

130010 6 A 11 8000000056 6 STATTON POTER PAYAGENTS TO Assure Proper Crodd Phoses Writes Your Account Number On Your Chook

ESPANOL 1-cro.250-csa.

Mensge your account online str.

Mov.orchardbenk.com

SHOUR ALTONAMENT WOODING WITHOUT BUILDING SHOULS HOUSEN HO

ED WAIT INDUINGES
HESC CARD SERVICES
HESC CARD SERVICES
EVIDAYS CY SERVICES
10.1

grans ra abyo Betinos Sudjest Dato

(V) Indicatos Paris Betinos Chargo

Paris House Chargo

Paris Cartes Canado

Paris Cartes Canado

CASH ACVANCES SAGON

CASH ACVANCES S

PERCODIC FOLLOW PROTESTOR OF DECK.

This is a grace eccount Grace perce information on bath.

AGNB VOCODNIL IS NOW EVEL DUE: PLEASE CALL TODAY TO MANG YOUR PAYMENT OVER THE PADRE, CALL US AT 800-434-4884

1200 1201 CVENTAR CONSTRUCTOR SESSIVER TO MANG YOUR PAYMENT OVER THE PADRE, CALL US AT 800-434-4884

1200 1201 CVENTAR CONSTRUCTOR SESSIVERY

1200 1201 CVENTAR CONSTRUCTOR SESSIVERY

1200 1201 CVENTAR CONSTRUCTOR SESSIVERY

1200 1201 CVENTAR CVENT

TRANSACTION SUMMARY

For edictions beneation drittle or www.crchard.com/)

HE SWEN

Court Creats Livrid to a portion of the Total Creats Livrid

VellEdicing's

TRAMEACTION

ENART

HIVE

80/1 LZI	STAG TIGNETATE
œ	VANLABLE
0008	TOTAL CREDIT LIMIT
CS .	BJ8AJIAYA TUKU HBAC
0003	THU TRESPENSA
9107	MUMBER MUMBER
YAM	ACCOUNT SUMM

PAGT DUE MICURN \$25.00
CURRENT PAYALENT DUE" \$101.82
And dealtoned his make constraint from your notes to Canear Paymont Due (mister notes to Due ender Overfini America). 'See About Due ender Overfini America), 'See About Paymont on (webse for a payalan) and payalan dealth of the payal

YRAMMUS TWERNYAY

OLOSS TREENAY BURDON
ODONO STAG SUD TREENAY
SELEIS TRUCHA TRUCHAS
ODESS TRUCHA SUD TRA

BALANCE GUMRIARY
PREVIOUS BALANCE
PROCHEDITS
SEAS
FALOR
PROCHEESTSTEETS
FALOR

Pege 1 of 2

70'100

TAYA

00705

00705

WHEN EZ WHEN'EZ

TAURONA

THOMON

BEATHBOAR

STAR

00'05

etsH

OLDONAY DA

SUDMIC

HEM BYTYNGE

BONNIO BONNING

BOSTANOE OHASSOE

BESTAND THE SKY AND BITAL

Finance Charge

IXXONNAL HARAS





٠,

بن

SARAH JIANNOZZI

Page 2 of 2

IMPORTANT DEFORMATION

Your AccountSecure® protection has been euspended due to the past due status of your secount. Your benefits may be eligible for reinstatement once the status of your account meets the eligibility requirements outlined in the enrelment brownstian.

## CARDMENBER NEWS......

Save time - pay your hil online. Oon't waste time and maney on stamps and checkel Simply dhoose your payment amount and select a payment date. Enroll buday at orchardbank.com.

✓ MAIL PAYMENTS TO:
HSSC CAND SERVICES
PO BOX 17081
BALTIMORS NO 21297-1051

24-ACUR AUTOMATED ACCOUNT DAVORMATON
ESPACIO 1-400-477-4004
ES ASTRESO ACCOUNT DAVORMATE ST.
ES ASTRESO ACCOUNT DAVORMATE ST.
ES ASTRESO ACCOUNT DAVORMATON
ES ASTRESO ACCOUNT DAVORMATON SE QUESTIONS?

ESI MAIL INQUIRIES TO: HISE CAAD SERVICES PO BOX 600H BALINAS CA 62612-0034

110010 5 A 11 000000000 G BINNIOF D 1 0022012 0022012 FLEASE CIETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT. To Assure Proper Cooks Please With Your Assourt 8 Humber On Your Check



### SARAH JIANNOZZI

Page 1 of 1

ACCOUNT	SUMMARY
ACCOUNT NUMBER	CO18
CASH CREDIT LIMIT †	\$75
CASH LIMIT AVAILABI	E S
TOTAL CREDIT LIANT \$	
TOTAL CREENT LIMIT AVAILABLE	\$0
STATEMENT DATE	91/11/09

PAYMENT GUMMA	ARY
HUNUMUM PAYKENT	\$22.00
PAYMENT DUE DATE	02/06/09
OVERLIMIT AMOUNT	\$162.00
PART DUE AMOUNT	\$83.00
CURRENT PAYMENT QUE	\$204.80
To excite additional tale and to rea must pay the Current Proment Du Includes the Materian Proment on Doe excite Overlinit Amounts, '8 Your Payment on reverse for a explanation of these amounts.	retice d eny Past ee About

BALANCE SUMMARY					
PREVIQUE BALANCE		\$441.02			
PAYMENTS/CREDITS		\$2.00			
PURCHASES/CEBITS	•	\$30.00			
LATE PAYMENT CHARGE	٠	\$0.00			
MISC. FINANCE CHARGE	٠	\$0.00			
RNANCE CHARGE	+	<u> 511.57</u>			
KEW BALANCE		\$482.09			

<sup>†</sup> Cash Credit Limit is a portion of the Total Credit Limit

TRANSACTION SUMMARY (For additional transaction detail go to www.conhaedback.com)						
TRANS DATE	POST DATE	TRANSACTION DESCRIPTION	REFERENCE MAKEER	CHARGES CREDITS		
01008	01/05	OVERLIMIT CHARGE ASSESSMENT	10000005060000099078320	\$30.00		
YOUR A	YOUR ACCOUNT IS NOW PAST DUE, PLEASE CALL TODAY TO MAKE YOUR PAYMENT OVER THE PHOKE, CALL, US AT 800-456-4954.					

PERIODIC FINANCE CHARGE SUMMARY This is a graph spotunt. Grace period information on back.					
	Galanco Subject To Finance Chargo Ascrego Daily Balanco	Daily Pedadio Rete	Cinye in Billing Cycle	Finance Charges At Periodic Rate	NOMINAL ANNUAL PERCENTACE RATE
PURCHASIES CASH ADVANCES	\$453L81 \$0.00	0.08080%(4 0.08080%(4	31 31	\$11,37 \$0,00	29.49% M
ANNUAL PERCENTAGE RATE	29.430%	andoore(4)	•1	\$4.00	29.49%M
"May be higher than Naminel Percentage Rate if statement includes mise. finance charges. (1) indicates variable rate					

### IMPORTANT INFORMATION

Your credit line systiable for Cash Advances has been adjusted as shown in the Cash Credit Limit above.

✓ MAIL PAYMENTS TO:

HSEC CARD SERVICES PO BOX 17091 BALTIMORE MD 21297-1051

### 2 QUESTIONS?

24-HOUR AUTOMATED ACCOUNT BUTCHSAATION
ENGLISH 1-800-477-1034
ESPARCL 1-500-203-4834

Misnage your Ecodurt chiline et:
www.circherdbunk.com

MAIL INQUIRIES TO: HSBC CARD SERVICES PO BOX 60034 BALDIAS CA \$3912-0034

110010 5 A 11 0000000508 G STMT07 D 1

00096371

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Piesse Write Your Account Number On Your Check

Account Number			4018
New Betarios	\$482.09	Minimum Payment	\$22.00
Poyment Due Date	02/05/09	<b>Current Payment Du</b>	0 \$204.99
include special number of payment 7 to 10 days prior into endby overtimis (sen. pr	to Payment Du	formil prusma of Blad e	. Do not sond cash. Send y delivery. To evoid additional

Amount

EBWRHYTS #1830132440188 BARAH J IAMMOREI 41 B RICHARDSCH AVE LANSDALB FA 19446-2129

-թյիկնակիկիկոցովիկիկիրություններ անականակիրութ

PO BOX 17051

- Էդուլ[]|[ուվիակիակիլ|[անդակախիլիկիլիկիակությանի

HALTIMORE NO 21297-1051



### SARAH JIANNOZZI

Page 1 of 1

ACCOUNT SUM!	AARY
ACCOUNT NUMBER	4015
CASH CREDIT LIMIT †	\$75
CASH LIMIT AVAR ABLE	\$0
TOTAL CREDIT LIKET	<b>£300</b>
TOTAL CREDIT LIMIT AVAILABLE	\$0
STATEMENT DATE	02/11/09

ACRONICAN PAYMENT	\$25,00
PAYMENT DUE DATE	03/05/08
OVERLIKIT AMOUNT	\$195.24
PAST DUE ANOUNT	\$109.00
CURRENT PAYMENT QUE	\$218.24
To evold additional tale and a room sust pay the Gurent Payment During the Industrial Payment on Jose and to Overlink Amounts. "S Your Payment on reverse for a	hinkh dany Pasi so About
contenution of these emounts.	

PAYMENT SUMMARY

Balance Summary					
PREVIOUS BALANCE		\$482.00			
PAYMENTE/CREDITS		\$0.00			
PURCHASES/CEBITS	•	\$0.00			
LATE PAYMENT CHARGE	•	\$0.00			
MISC. FINANCE CHARGE	•	\$0.00			
FINANCE CHARGE	•	\$12.75			
NEW BALANCE	0	\$495.24			

<sup>†</sup> Cash Crodit Limit is a portion of the Total Crodit Limit

PERIODIC FINANCE CHARGE SUMMARY Title is a green account. Green profes information on back.					
	Galance Subject To Finance Charge Average Dathy Balance	Daby Pertodio Rato	Days in Silling Cycle	Pinance Charges At Periodic Rate	HOMBAL AMPLIAL PERCENTAGE RATE
FURCHASES CASH ADVANCES	\$488.69 \$0.00	0.08060%(v) 0.08080%(v)	31 31	\$12.25 \$0.00	29.4675(V) 29.4678(V)
ANDIUAL PERCENTAGE RATE	29,490%		•	<b>V</b>	
"May be higher than Morrinal Percenting (V) indicates variable rate	Reto if stutament includes ado	s, finance charges.			

### IMPORTANT INFORMATION

Your account has been placed with a collection agency. Plasse contact them directly, or call us at 1-600-388-5333.

✓ MAIL PAYMENTS TO: HSSC CARD SERVICES PO BOX 17061 BALTHORE NO 21297-1051

### A CHERTIONS?

24-HOUR AUTOMATED ACCOUNT DIFFORMATION ENGLISH 1-800-477-1024
ESPAROL 1-600-200-4894
ES Manage your account online at:
www.orchardbank.com

MAIL INCLURIES TO: HISC CARD SERVICES PO BOX 50084 8ALMAS CA 60812-0084

110010 51 11 0000000508 G STMT07 D 1

CDS1

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Amond Proper Crock Please Wide Your Account Number On Your Check

Account Number		`			4018
Now Balanco	\$499.24	Minimum Payment		•	£28.00
Paymont Due Date	03/08/09	<b>Current Payment Due</b>	a		\$218.24
brolude secount number o	n check to HS	BC CARD SERVICES.	. Do no		
payment 7 to 10 days prior			dolivery.	To are	anolithbs bh
tate and/or overlimit fees, pa	or the Current Po	national Cub.			

Amount Enclosed

SEWNHYTS STOREST TANNOZZI SAPAR J TANNOZZI 41 W RICHARDSON AVE LAMEDALE PA 19446-2125

BEBC CARD SERVICES PO BOX 17081

Որինի իրկանական արգանի հայարարի հայարարի հայարարի հայարարի հայարարի հայարարի հայարարի հայարարի հայարարի հայարա

BALTIMORE NO 21297-1051



### SARAH JIANNOZZI

Page 1 of 1

ACCOUNT SUM	MARY
ACCOUNT NUMBER	4018
CASH CREDIT LIMIT †	\$76
CASH LINTT AVAILABLE	\$0
TOTAL CREDIT LINET	\$300
TOTAL CREDIT LINIT AVAILABLE	<b>50</b>
STATEMENT DATE	23/11/09

Y
\$22.00
04/05/00
\$208.57
\$129.00
\$22A 67
l feas, you litely by Plast
About

BALANCE 8	UM	MARY
PREVIOUS BALANCE		\$495.24
PAYMENTE/CREOTIS	٠	\$0.00
PURCHAGES/DES/TS	•	20.00
LATE PAYMENT CHARGE	٠	\$0.00
MISC. FINANCE CHARGE	٠	\$0.00
RHAKCE CHARGE	٠	\$11.33
NEW BALAKCE	a	<b>8500.</b> 57

<sup>†</sup> Cash Credit Limit is a portion of the Total Credit Limit

PERIODIC FINANCE CHARGE SUMMARY This to a greece account Greece period information on back					
	Balance Subject To Finance Charge Average Cally Balance	Daily Periodic Rate	Daye in Elling Optio	Pinance Charges At Periodic Rate	NOMINAL ANGUAL PERCENTAGE RATE
PURCHASES CASH ADVANCES	\$500.68 \$0.00	0.0806016(4)	26	\$11,39	29.49%(4)
ANNUAL PERCENTAGE RATE**	\$0.00		29	\$0.00	29.49%(v)
"Misy be higher than Nominal Peccented (V) indicates variable rate	a Flato II statoment (actudes mis	o, financo charges.			

MAIL PAYMENTS TO: HSBC CARD SERVICES PO BOX 17051 BALTIMORE KD 21297-1061

### QUESTIONS?

24-HOUR AUTOMATED ACCOUNT OFFERMATION EXCUSES 1-800-477-1024
ESPAROL 1-800-200-4004
E Manago your soccount online at:

www.orohardbank.com

ES MAIL INQUIRIES TO: PO BOX 80084 SALINAS CA 60912-0084

110010 51 11 000000568 G STMT07 D 1

0091 00012319

PLEASE DETACH AND RETURN BOTTON PORTION WITH YOUR PAYMENT: TO Assure Proper Credit Picase Write Your Account Number On Your Check

Account Number			4018
New Balance	1506.57	Minimum Payment	\$22.00
Poyment Due Date	04/03/09	<b>Current Payment Due</b>	\$229.57
include account number of payment 7 to 10 days ofter into end/or overtimit fees, pe	to Payment Ou	a Octo to ensure timely o	

**ABWNHYTS** #383013244018# SARAH J TANNOZZI 41 H RICHARDSON AVE LAMEDALE PA 19446-2125

անիականականականականական կանակարի կինդինական անկա HSBC CARD SERVICES

PO BOX 17091

գիսվոինինիագուհունինիները կրկանինիների հայարաբան անունակ

BALTIKOBE ND 21297-1051

### Sarah J. Iannozzi 2039 Canyon Creek Road - Gilbertsville, PA 19525 215

**HSBC Bank** PO Box 9 Buffalo NY 14240.0009:

RE: Sarah J. Iannozzi

SSN:

DOB:

Original Alleged Creditor: HSBC Bank

**HSBC** Partial Account No.

Balance \$0

Alleged Charge Off Balance \$163

To Whom it May Concern:

Your company has placed derogatory information about the above referenced account on my credit report. I wish to dispute the above referenced account.

I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which you are claiming.

Please provide me with a copy of the contract which proves the amount of the alleged charge off balance which you are claiming. If you do not have a contract, then please provide specific and detailed alternate proof of the alleged high balance.

If you do not have this documentation, then please remove the derogatory information from my consumer report.

Thank you.

Sincerely,

### Sarah J. Iannozzi 2039 Canyon Creek Road - Gilbertsville, PA 19525 215

Experian P.O. Box 2002 Allen, TX 75013

RE: Sarah J. Iannozzi HSBC Partial Account No. SSN

DOB:

**Balance \$0** 

Alleged Charge Off Balance \$163

To Whom it May Concern:

I wish to dispute the above referenced account. I am not disputing that this account pertains to me. But I am disputing the amount of the alleged charge off balance which HSBC is claiming.

I have written to HSBC in the past. I have asked HSBC to provide me with a copy of the contract which proves the amount of the alleged charge off balance which they are claiming. See attached exhibits.

HSBC has received my dispute and request for documentation. HSBC has responded But the response is woefully deficient. HSBC never produced any contract to justify the imposition of fees, interest and other charges. HSBC sent a series of account statements for the account. But these statements are not a contract and by themselves do not justify the amount of interest, finance charges or other fees. See attached exhibits.

Because of the lack of documentation, please remove the derogatory information from my consumer report.

Thank you.

00)

Sincerely,

**Date** 



Prepared for: SARAH J IANNOZZI

Date: June 15, 2015

Report number: 4155-9958-18

Page 1 of 4

### Dear SARAH J IANNOZZI,

401414105

"AUTO 1407141 19525-700139

To assist you in understanding your correction summary, we have provided additional information that relates directly to items on your personal credit report.

### **HSBC BANK**

PLEASE CONTACT CREDIT GRANTOR AT -8007721413-

Scan me with your smart phone for special offers from Experian.

According to the Fair Credit Reporting Act (FCRA), a national consumer credit reporting agency's role in the dispute process is to review the accuracy and complateness of any disputed item which may include contacting the source of the disputed information and informing them of all relevant information regarding the consumer's dispute. If the issue is not resolved, then the consumer credit reporting agency must offer to include a consumer statement on the personal credit report.

The Consumer Financial Protection Bureau (the government agency charged with enforcement of the FCRA) does not require that the consumer credit reporting company obtain documentation such as the actual signed sales slips, signature cards, contracts, etc.; nor does it require that consumer credit reporting agencies act as mediators or negotiators in account disputes.

Sincerely,

Experian NCAC PO BOX 9701 Allen TX 75013

PO Box 9701 Allen, TX 75013



0433017529

Prepared for: SARAH J IANNOZZI

Date: June 15, 2015

Report number: 4155-9958-18

Page 3 of 4

## Your accounts in good standing

These items may stay on your credit report for as long as they are open. Once an account is closed or paid off it may continue to appear on your report for up to ten years.

Payment history legend	
.0K Current/Terms of agreement met	VS: Voluntarily surrendered
Account 30 days past due	Repossession
K603 Account 60 days past due	RBC Paid by creditor
Account 90 days past due	Insurance dalm
Account 120 days past due	Claim filed with government
Account 150 days pest due	Defautted on contract
180 Account 180 days past due	C. Callection
CRO Creditor received deed	Charge off
Foreclosure proceedings started	CLS Closed
Foreclased	No data for this time period

#### 

**HSBC BANK** PO BOX 8 **BUFFALO NY 14240** Phone number (888) 385 8916 Partial account number 466309001324.... Address identification number 0041330785 Sold to: PORTFOLIO RECOVRY

Date opened Oct 2007 First reported Sep 2009 Date of status Sep 2009

Туре Credit card Terms Not reported Monthly payment Not reported

Credit limit or original amount Not reported High balance \$508

Recent balance \$0 as of Sep 2009

Responsibility Individual **Status** Closed.

This account is scheduled to continue on record until Sep 2019.

Comment

Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act).

Comment:

Purchased by another lender.

This item was updated from our processing of your dispute in

Jun 2015.

Payment history 2009

SEP CLS



Prepared for: SARAH J IANNOZZI

Date: June 15, 2015

Report number: 4155-9958-18

Page 4 of 4

- End of Report -

If you disagree with information in your report you may dispute most information at: www.experian.com/disputes

You may also visit www.experian.com to view your report again.

at intutugumery County Fromonotary on 12/31/2013 12:03 FM, Ree = \$0.00

SARAH IANNOZZI

VS.

**EXPERIAN INFORMATION SOLUTIONS INC** 

NO. 2015-32351

#### NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE MONTGOMERY BAR ASSOCIATION 100 West Airy Street (REAR) NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

# BRUNO, GERBINO & SORIANO, LLP

COUNSELLORS AT LAW

445 BROAD HOLLOW ROAD - SUITE 220

MELVILLE, NEW YORK 11747-3601

TO:

HSBC Bank, N.A. Office of the General Counsel One HSBC Center, 27<sup>th</sup> Floor Buffalo, New York 14203-2827

# Exhibit B

STRADLEY RONON STEVENS & YOUNG, LLP

By: Christine M. Debevec, Esq. PA Attorney No. 88107

Thomas M. Brodowski, Esq. PA Attorney No. 207377

2005 Market Street, Suite 2600

Philadelphia, PA 19103

(215) 564-8000

(215) 564-8120 – fax

Attorneys for Defendant, HSBC Card Services, Inc.

(misidentified in the Complaint as

"HSBC USA, Inc. and HSBC Bank USA")

SARAH IANNOZZI, : IN THE COURT OF COMMON PLEAS

: OF MONTGOMERY COUNTY Plaintiff.

: CIVIL ACTION - LAW

V. . . .

HSBC USA, INC. and HSBC BANK USA, and : No. 2015-32332

X, Y, Z Corporations,

Defendants.

# NOTICE OF FILING OF NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1446(d), Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA") ("HSBC"), by and through undersigned counsel, hereby gives notice that it has filed in the United States District Court for the Eastern District of Pennsylvania the attached Notice of Removal (without exhibits) of the above-captioned action.

Pursuant to 28 U.S.C. § 1446, the filing of this Notice effects the removal of this action to the federal court, and this Court is directed to "proceed no further unless and until the case is remanded." 28 U.S.C. § 1446(d).

# 

M.

Christine M. Debevec, Esquire Thomas M. Brodowski, Esquire STRADLEY RONON STEVENS & YOUNG, LLP 2005 Market Street, Suite 2600 Philadelphia, PA 19103 (215) 564-8000 (215) 564-8120 – fax

Dated: February 1, 2016

Attorneys for Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA")

# **CERTIFICATE OF SERVICE**

I, Thomas M. Brodowski, Esquire, hereby certify that a true and correct copy of the foregoing Notice of Filing of Notice of Removal was served via UPS Overnight Delivery, First Class U.S. mail, and e-mail upon the following:

Vicki Piontek, Esquire 951 Allentown Road Lansdale, PA 19446 vicki.piontek@gmail.com Attorney for Plaintiff

Dated: February 1, 2016

Thomas M. Brodowski

# IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SARAH IANNOZZI,

No.

Plaintiff.

VS.

HSBC USA, INC. and HSBC BANK USA.,

NOTICE OF REMOVAL

Defendants.

Pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1441 and 28 U.S.C. 1446, Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA") ("HSBC"), by and through undersigned counsel, hereby removes to the United States District Court for the Eastern District of Pennsylvania the case styled as <u>Sarah Iannozzi v. HSBC USA</u>, Inc., et al., Docket No. 2015-32332 (the "State Court Action"), originally filed in the Pennsylvania Court of Common Pleas of Montgomery County, Civil Division.

As grounds for removal, HSBC states as follows:

#### THE REMOVED CASE

- 1. Plaintiff, Sarah Iannozzi ("Plaintiff"), initiated the State Court Action by filing a Complaint against HSBC on December 31, 2015. HSBC received the Complaint through U.S. Mail on or about January 4, 2016. Pursuant to 28 U.S.C. § 1446(a), a copy of the Summons and Complaint, as received by HSBC, is attached hereto as "Exhibit A."
- 2. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), because it is filed within less than thirty days after service of the Summons and Complaint on HSBC.

- 3. In the Complaint, Plaintiff alleges that HSBC violated the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), because it "failed and willfully refused to conduct an investigation" regarding an alleged consumer debt which appeared on Plaintiff's credit report, despite allegedly receiving written requests from Plaintiff to do so. (Compl. ¶¶ 17-18.) Plaintiff also alleges that HSBC improperly verified "derogatory information" to Experian Information Solutions, Inc., without first conducting an appropriate investigation. (Id. ¶ 20, 29.)
- 4. Consequently, Plaintiff has asserted claims arising under the laws of the United States, namely, FCRA.
- 5. This Court has federal question jurisdiction over the entire case pursuant to 28 U.S.C. § 1331, in that the claims "aris[e] under the ... laws ... of the United States."
- 6. This Court is the United States District Court for the district within which the State Court Action is pending. The State Court Action is properly removed to this Court pursuant to 28 U.S.C. §§ 1441 and 1446.
- 7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal, together with a copy of this Notice of Removal and attached exhibits, is being filed with the Prothonotary of the Montgomery County Court of Common Pleas, Civil Division, and served on Plaintiff. A copy of the Notice to the State Court of Filing of Notice of Removal is attached hereto as "Exhibit B."
- 8. In filing this Notice of Removal, HSBC reserves any and all defenses, objections, and exceptions, including without limitation those relating to jurisdiction, venue, and statutes of limitation.

WHEREFORE, HSBC hereby removes the State Court Action to the United States District Court for the Eastern District of Pennsylvania.

/s/ Thomas M. Brodowski

Christine M. Debevec
Thomas M. Brodowski
Stradley Ronon Stevens & Young, LLP
A Pennsylvania Limited Liability Partnership
2005 Market Street, Suite 2600
Philadelphia, PA 19103
(215) 564-8000
(215) 564-8120 – fax

Attorneys for Defendant, HSBC Card Services, Inc. (misidentified in the Complaint as "HSBC USA, Inc. and HSBC Bank USA")

Dated: February 1, 2016

#### **CERTIFICATE OF SERVICE**

I, Thomas M. Brodowski, hereby certify that on February 1, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire 951 Allentown Road Lansdale, PA 19446 vicki.piontek@gmail.com Attorney for Plaintiff

/s/ Thomas M. Brodowski

Thomas M. Brodowski

## **CERTIFICATE OF SERVICE**

I, Thomas M. Brodowski, hereby certify that on February 1, 2016, I caused the foregoing Notice of Removal, and accompanying exhibits, to be sent for filing to the Clerk of the United States District Court for the Eastern District of Pennsylvania.

I further certify that on this date, I caused a true and correct copy of the foregoing to be served via UPS Overnight Delivery, First Class U.S. mail and e-mail upon the following:

Vicki Piontek, Esquire 951 Allentown Road Lansdale, PA 19446 vicki.piontek@gmail.com Attorney for Plaintiff

/s/ Thomas M. Brodowski

Thomas M. Brodowski